



ALBUQUERQUE NM

OCT

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1995

ALBUQUERQUE

*Previous
Reclamation
work done by
ARCO -
1995*



Bluewater Mill
Post Office Box 638
Grants, New Mexico 87020

Mr. Wayne Webster
P.O. Box 592
Athens, TX 75751

ARCO-8081

PENGAD-Bayonne, N. J.

PLAINTIFF'S DEPOSITION
EXHIBIT

1764984 - R8 SDMS



Bluewater Mill
Post Office Box 638
Grants, New Mexico 87020
Telephone 505 876 2211
Facsimile 505 876 2772

October 06, 1995

Wayne Webster
P. O. Box 592
Athens, Texas 75751

Re: Silver Swan Mine Area

Dear Mr. Webster:

Atlantic Richfield Company ("ARCO") is working with the Colorado Department of Public Health and Environment ("Health Department") to conduct certain environmental remediation activities in and around Rico, Colorado. These activities will be described in a Voluntary Cleanup Plan ("VCUP") submitted to the Health Department pursuant to the Colorado Voluntary Cleanup and Redevelopment Act. Included in the VCUP are certain remedial measures to be performed on property which you apparently own. A map and description of this property is attached.

The purpose of this letter agreement is to establish a cooperative arrangement with ARCO to govern the submission and implementation of the VCUP as it pertains to your land. The following provisions outline the proposed terms of this cooperative arrangement.

1. **Roles of the Parties.** ARCO will serve as your agent in developing the VCUP and working with appropriate government agencies to implement the VCUP. ARCO will provide you with an advance copy of those portions of the VCUP pertaining to your land at least 1-2 weeks prior to submitting the VCUP. At your request, ARCO will consult with you to discuss any concerns you may have with those portions of the VCUP pertaining to your land. You will then sign a basic application form to be submitted to the Health Department accompanying the VCUP.
2. **Expenses.** The VCUP shall be developed and implemented by ARCO at absolutely no expense to you.
3. **Cooperation and Information Sharing.** ARCO will make every reasonable effort to minimize any inconvenience to you in conducting work required to implement the VCUP, and will share with you pertinent information developed as the VCUP is implemented. In turn, you will cooperate with ARCO in supporting ARCO's performance of the work required under the VCUP, including providing access as described below.

4. **Access.** You will provide ARCO with access to your property as necessary to conduct all remedial measures and other work under the VCUP. Apart from changes to the land required to implement the VCUP, ARCO will make every reasonable effort to return your property to substantially the same condition that it was in prior to this activity.

5. **No Obligations Created.** Neither ARCO nor you will be under any obligation to implement the measures included in the VCUP. At its sole discretion, ARCO may terminate or suspend activities under the VCUP at any time. ARCO will provide you of advanced notice if it decides to terminate or suspend such activities.

6. **Release of Claims.** You recognize and acknowledge that ARCO's work will confer a benefit upon you by the performance of environmental work on your land. For this consideration, you release ARCO from any claims or causes of action based upon ARCO's activities on your land, including any claims for contribution or cost-recovery under the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") and other federal and state laws.

7. **Protection from Liens.** ARCO shall not suffer or permit any mechanic's lien or any other lien relative to the its activities conducted upon your property to be filed against your property or any part thereof.

8. **Authority of (Property Owner).** You warrant and represent that you have the authority as record title owner of your property to enter into this agreement.

9. **Term of Agreement.** This arrangement shall become effective as of the date signed by you and shall continue in full force and effect until ARCO submits to the Health Department a final certification that the VCUP has been fully implemented, as described in the Colorado Voluntary Cleanup and Development Act or notifies you of its decision to terminate such activities.

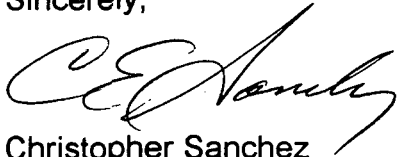
If you agree to the terms as described above, please indicate by signing a copy of this letter in the space provided below and returning a copy to me in the enclosed prepaid mailing envelope. Should you wish to contact me regarding any questions you may have, please call me at (303) 293-4925 during normal business hours.

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I will also serve as ARCO's contact person as the project proceeds, and can be contacted at any time if questions arise.

Sincerely,



Christopher Sanchez
Project Manager

I agree to cooperate with ARCO for the purposes and in accordance with the provisions outlined above.

Signed: _____ Date: _____

Please provide us with your telephone number so that we may contact you as required.

Phone: (903) 677-1679

Mailing address for notifications (if different than above):

